82 Mo. 649, for further application of the principle. In the principal case there is, says the court, a marked example of the wisdom of the general rule. Great stress is laid on the fact that, though the deed was prepared by an attorney yet the donor did not have proper or competent advice as to its legal effect.

GUARDIAN AND WARD—GUARDIAN'S BOND—FILLING OF BLANK AFTER EXECUTION.—The amount of the penalty was left blank in a guardian's bond at the time the bond was signed by three of the sureties. The amount was subsequently filled in by one of the other co-sureties who filed the bond with the clerk, as required by statute. The bond appeared to be regular in every respect at the time it was filed. An action was brought to recover upon the bond, and the sureties who signed the bond before the amount of the penalty was inserted sought to escape liability on the ground that they did not authorize their co-surety to insert the amount of the penalty in the blank. *Held,* that authority to fill blanks in an instrument under seal must be given by an instrument of equal dignity and that a new trial must be granted, the verdict of the jury being inconsistent in that it found that the sureties had made and delivered their bond to the state, and also found that the penalty was not inserted at the time the sureties signed the bond and that they had not authorized its insertion. *Rollins* v. *Ebbs et al.* (1904), — N. C. —, 49 S. E. Rep. 341.

The authorities are in conflict upon the question of filling blanks in bonds and other sealed instruments under parol authority. The older rule, and the one probably supported by the weight of authority in the United States, is the one relied upon in the decision of the principal case. *Humphreys* v. *Finch,* 97 N. C. 303; *Preston* v. *Hull,* 23 *Gratt.* (Va.) 600; *Gilbert* v. *Anthony,* 1 Yerg. (Tenn.) 69. But the weight of the modern decisions seems to be to the effect that parol authority is sufficient to authorize the filling in of such blanks, as indicated in the minority opinion. *Brown* v. *Cloquitt,* 73 Ga. 59; *Butler* v. *United States,* 21 Wall. 272. The tendency of modern decisions is to place statutory bonds upon a footing somewhat different from that of other instruments under seal and to hold, as pointed out in the minority opinion, that a person signing such a bond and leaving blanks therein intends to make the instrument effective and impliedly authorizes the filling of such blanks. *McCormick* v. *Bay City,* 23 Mich. 458; *Chicago* v. *Gaye,* 95 Ill. 593. *Greene County* v. *Wilhite,* 29 Mo. App. 459.

MARRIED WOMEN—SEPARATE ESTATE—NOTE AND MORTGAGE TO SECURE HUSBAND'S DEBT.—The husband of defendant borrowed $4,000 for use in his business, no part of which came to the private use of defendant or was for the benefit of her separate property. The defendant and her husband executed a note for the payment of this sum, payable in three years with interest, and also executed a single mortgage, which was recorded, upon two parcels of real estate, one of which belonged to the husband and the other to the defendant. The interest was regularly paid and at the maturity of the note an extension agreement was made for an additional three years. The defendant, after the

death of her husband, paid at different times all but $900 of the principal to the person to whom the note and mortgage were given, and whom she had every reason to believe was still the owner, although the papers were not shown to her when she made the payments. Defendant refused to pay the balance until the note and mortgage were delivered to her. The person to whom defendant made the payments subsequently absconded. The plaintiff then recorded an assignment of the mortgage. This assignment although unrecorded had been made shortly after the note was given. The absconding assignor had paid over to the assignee regularly the interest on the full amount of the note but kept the payments on the principal. On the refusal of defendant to pay the next installment of interest on the full amount of the note plaintiff commenced suit to foreclose the mortgage and also prayed for a deficiency judgment against the defendant, claiming the full amount of $4,000. *Held,* that the note was negotiable and that plaintiff was entitled to foreclose the mortgage, but was not entitled to a personal judgment against the defendant for any deficiency that might arise upon the sale of the mortgaged premises. *Loizeaux* v. *Fremder* (1904), — Wis. —, 101 N. W. Rep. 423.

In almost all the states there is legislation which either directly or impliedly authorizes married women to mortgage their separate estates. *Morrison* v. *Morrison,* 113 Ky. 507; *Brooking* v. *White,* 49 Me. 479; *Low Bros. & Co.* v. *Anderson,* 41 Ia. 476. In many states, though a married woman cannot bind herself or property merely by a promise to pay a debt of her husband, yet she may bind her separate property by mortgaging it to secure such debt. *Just* v. *State Savings Bank,* 132 Mich. 600; *Hallowell* v. *Daly* (N. J. Eq. 1903), 56 Atl. 234; *Goldsmith* v. *Lewine,* 70 Ark. 516. The statutes of several states, however, forbid a married woman to mortgage her separate property to secure the debts of her husband. *Russell* v. *Peavy,* 131 Ala. 563; *Field* v. *Noblett,* 154 Ind. 357; *Parson's Ex'x* v. *Rolfe,* 66 N. H. 620. Some statutes give a married woman the power to make contracts of suretyship the same as if she was unmarried, and under such contracts an intention to charge her separate estate will be presumed. *Van Metre* v. *Wolf,* 27 Ia. 341; *First National Bank* v. *Leonard,* 36 Or. 390. In other states a married woman may become a surety only when the contract is made in reliance upon and in reference to her separate estate and a mere promise to pay, as in the principal case, is ineffective for that purpose, and a personal judgment will not be rendered against her. *McKell* v. *Merchants National Bank,* 62 Neb. 608; *Rutter* v. *Bruss,* 116 Wis. 55.

MASTER AND SERVANT—INDEPENDENT CONTRACTOR—INJURY TO THIRD PERSON.—Defendants were the owners of a church edifice and were making alterations thereon. All the materials, together with the labor that was necessary, were furnished by one Nelson. For the purpose of facilitating the work a scaffold had been erected, which projected out over the sidewalk. Plaintiff, walking along the sidewalk, was struck by a falling board. In this action for damages, *Held,* defendants are liable. *Keys* v. *Second Baptist Church* (1904), — Me. —, 59 Atl. Rep. 446.